

Cited in *Swift & Co. v. Sheppard & Enoch Pratt Hospital* (Judge Dennis, Circuit Court of Baltimore City), *Daily Record*, Jan. 18, 1940.

The case of *Stewart v. Gorter*, 70 Md. 242, distinguished; see notes to art. 21, sec. 1. *King v. Kaiser*, 126 Md. 221.

Where lessee is entitled to redeem and tenders reversioner the money, former will not be relieved of rent accruing thereafter and before a decree directing conveyance to him, unless he keeps tender good. *Maulsby v. Pag*, 105 Md. 24.

Lessees (even after they assign their interests), can only be relieved of their covenant to pay by redeeming rent under this section. *Baltimore v. Latrobe*, 101 Md. 633.

As to the procedure where reversioner is non-resident and tenant wishes to redeem, see *Holland v. Central Metal, etc., Co.*, 109 Md. 131.

This section referred to in construing sec. 111. *McCrary Stores v. Bennett*, 159 Md. 573.

As to the redemption of ground rents vested in a trustee, etc., without a power of sale, see art. 16, sec. 275. As to the redemption of ground rents owned by infants, see art. 93, sec. 179.

See sec. 115 and notes to sec. 111.

An. Code, 1924, sec. 95. 1912, sec. 93. 1904, sec. 89. 1900, ch. 207, sec. 85A.

111. All rents reserved by leases or sub-leases of land hereafter made in this State for a longer period than fifteen years shall be redeemable at any time after expiration of five years from date of such leases or sub-leases, at the option of the tenant, after a notice of one month to the landlord, for a sum of money equal to the capitalization of the rent reserved at a rate not exceeding six per centum.

Lease for ten years, executed in recognition of right of renewal in original lease, containing materially different covenants and made several weeks after expiration of original lease, is not continuance of former lease so that this section applies. See notes to sec. 115. *Silberstein v. Epstein*, 146 Md. 255.

This section applies to leases of buildings, and does not violate the 14th Amendment of Federal Constitution. Purpose of this section. See notes to sec. 115. *Marburg v. Mercantile Bldg. Co.*, 154 Md. 440.

Description of property leased not sufficiently definite to authorize redemption under this section, or specific performance. *Bellevue Club v. Punte*, 148 Md. 594.

Lease for six years, with right of renewal for another period of eight years, and with right of further renewal for period of ten years, held to be a lease for more than fifteen years. It was also held that sec. 115 did not apply to this lease and that it was redeemable at end of five years at capitalization of rent reserved at that time, and since application was made in fourteenth year, then at capitalization of rent at time of application. *Theatrical Corp. v. Trust Co.*, 157 Md. 602.

This section held not to apply so as to give right of redemption in case of lease made for eighteen years by testamentary trustee who is without power to sell and convey. *McCrary Stores v. Bennett*, 159 Md. 568.

This section referred to in construing Art. 23, Sec. 221. *Pa. R. R. Co. v. Green*, 171 Md. 68.

This section draws no distinction between leases of ground and leases of buildings or building leases; generally the lease of a house or building carries with it the land upon which the building stands. The right of redemption is read into lease. This section is for the benefit of the public and not out of consideration for the parties to lease. No covenant, however strong, can estop lessee from his right of redemption. The five years begin to run from date of lease. *Brager v. Bigham*, 127 Md. 156.

The character of the leasehold interest was not changed by the act of 1900, ch. 207, that act operating only as an option extended to the lessee to buy the fee simple estate. *Holzman v. Wagner*, 114 Md. 322.

The act of 1900, ch. 207, repealed and re-enacted the act of 1888, ch. 395. *Swan v. Kemp*, 97 Md. 691.

Specific performance of a lease for five years with an agreement of renewal for twenty years, held not defeated by this section. *King v. Kaiser*, 126 Md. 222.

Cited but not construed in *Cons. G. E. L. & P. Co. v. Baltimore*, 130 Md. 28.

See sec. 115 and notes to sec. 110.

An. Code, 1924, sec. 96. 1912, sec. 94. 1904, sec. 90. 1888, sec. 86. 1884, ch. 238, secs. 1, 2.

112. In all cases where proceedings shall have been or shall be instituted for the renewal of leases for ninety-nine years, renewable forever, which shall have expired, or shall be about to expire; and the court shall have decreed or shall decree the renewal of such leases, such decree shall be sufficient to renew the title of all parties to such leases, their heirs, personal